

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
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CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
LAS CASAS, A CONDOMINIUM**

We hereby certify that the attached amendment to the Declaration of Condominium (herein "the Declaration") (which Declaration is originally recorded at Official Records Book 593, Page 75 et seq. of the Public Records of Manatee County, Florida), was approved and adopted at a Special Meeting of the Association Membership held on June 25, 2019, by the affirmative vote of not less than seventy-five percent (75%) of the Unit Owners present in person and by proxy and voting, which such approval is sufficient for adoption under Article 15 of the Declaration of Condominium.

DATED this 2nd day of July, 2019.

Signed, sealed and delivered
in the presence of:

LAS CASAS
ASSOCIATION, INC.

sign: Teresa Lindsay

By:

Noreen C. McHugh
Noreen McHugh, President

print: Teresa Lindsay

sign: Michelle Jimenez-Baserra

print: Michelle Jimenez-Baserra

Signed, sealed and delivered
in the presence of:

sign: Teresa Lindsay

By:

Edward Caraballo
Edward Caraballo, Secretary

print: Teresa Lindsay

sign: Michelle Jimenez-Baserra

print: Michelle Jimenez-Baserra

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2nd day of July, 2019, by Noreen McHugh as President of Las Casas Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign

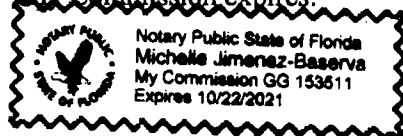
print

Michelle Jimenez-Baserva

Michelle Jimenez-Baserva

State of Florida at Large (Seal)

My Commission expires:



STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2nd day of July 2019, by Edward Caraballo as Secretary of Las Casas Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign

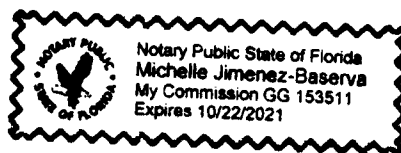
print

Michelle Jimenez-Baserva

Michelle Jimenez-Baserva

State of Florida at Large (Seal)

My Commission expires:



AMENDMENT

DECLARATION OF CONDOMINIUM LAS CASAS, A CONDOMINIUM

[Additions are indicated by underline.]

ARTICLE 11. USE RESTRICTIONS

In order to provide for congenial occupancy of the Condominium Property and to better protect the values of the Units, the use of the Units and Condominium Property shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

11.15. Leasing. Leasing or renting of a Unit or Units by a Unit Owner is not completely prohibited, but is restricted. No more than two Units in the Condominium may be leased at any one time. No portion of a Unit (other than an entire Unit) may be rented or leased. No Unit Owner (except an Institutional Lender, to the extent not prohibited by the Condominium Act) may rent or lease a Unit for a term of less than ninety (90) days nor more than twice in any one calendar year. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing or affecting the Condominium. The leasing and renting of Units shall also be subject to the prior written approval of the Board. Any Unit Owner desiring to rent or lease a Unit shall submit such request in writing to the Association setting forth the name of the lessee, and supply such information as may be required by the Association. Approval of tenants shall not be unreasonably withheld. The Association may charge a fee in connection with each request for leasing approval but no such fee shall be in excess of the expenditures reasonably required for such lease approval, nor shall such fee be in excess of the maximum allowed by law. Provided, however, that no lease granted shall in any way be violative of or vitiate or lessen any part of this Declaration or any restrictions upon the use or occupancy of the Unit as herein established, or, as may be hereafter established, in the Public Records of Manatee County, Florida. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium resulting from any acts or omissions of tenant or tenant's guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or tenant's guests and special assessments may be levied against the Unit Owner in connection therewith. All leases shall be, as are hereby made, subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

The Board of Directors of the Association may by rules and regulations restrict and limit the loaning or lending of Units by the Unit Owners. Tenants may not loan or lend the Unit(s) they are renting.

During the period of time that a Unit is leased or loaned to others, the Unit Owner and the Unit Owner's family or guests shall not have the right to use or occupy the common Elements.